

NewStart

Maintenance Protection

CERTIFICATE OF INSURANCE

This Certificate contains the terms and conditions of your insurance. PLEASE READ IT VERY CAREFULLY. If you are not entirely satisfied with the protection offered by this insurance then please return this Certificate to Maintenance Assist within 30 days of receipt and all cover will be cancelled at no cost.

THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract Number shown in the Schedule to the undersigned by certain insurers, whose names and the proportions underwritten by them appear below and are hereinafter referred to as **Underwriters** and in consideration of the premium specified herein the **Underwriters** hereby agree to the extent and in the manner hereinafter provided, to indemnify the **Certificate Holder** in accordance with the terms and conditions of this insurance.

Any fraud, material non disclosure or material misrepresentation either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.

INTERPRETATION and DEFINITIONS

This Certificate is made up of a number of Sections, each of which provides different cover and may have conditions and exclusions specific to that Section. There are also General Conditions and Exclusions that apply to all the Sections. The Certificate and any endorsements attached to it should be read together as one document. An endorsement may extend, restrict or amend the cover provided.

Words in the masculine gender shall also be deemed to mean the feminine and vice versa, where applicable.

Wherever these defined terms appear in bold type, other than in headings, they shall be deemed to have the following meanings.

Accident:

A sudden, unexpected specific event (including being exposed to the weather) at a time and place which can be identified.

Action:

Court proceedings or formal debt recovery action (including following any appropriate pre-action protocol) to seek enforcement of the **Maintenance Order** where the **Loss Date** falls within the **Period of insurance**.

Adviser:

The **Arc** panel solicitor or their agents appointed by **Arc** to act for the **Certificate**

Holder, or another solicitor with the prior written agreement of **Arc**.

Arc:

Arc Legal Assistance Limited who administer section A of the Certificate and administer claims arising under this section on behalf of Underwriters.

Benefit:

The monthly amount due under your insurance policy excluding any arrears.

Bodily Injury:

Physical injury which is caused by an **Accident** (including **Illness** directly resulting from that physical injury), which results in the **Maintenance Payer's** death or **Disability** within 12 months of the date of the **Accident**.

Certificate Holder:

The person who is named in the Schedule and resident in the **United Kingdom**.

Commencement Date:

The date this insurance is first taken out by the **Certificate Holder** for a continuous period. If cover lapses at any time the Commencement Date will be the date that this insurance starts again.

Debt Recovery Costs:

Reasonable fees incurred by the **Adviser** in conducting an **Action** up to the rate shown in the **Arc** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to the **Certificate Holder's** case.

Disability/Disabled/Disablement:

Any **Illness** or **Bodily Injury** that a **Doctor** certifies as preventing the **Maintenance Payer** from carrying out any work for which he/she is trained. (For the avoidance of doubt, death caused by accidental **Bodily Injury** of the **Maintenance Payer** would be treated as **Disability** for the purposes of this insurance.)

Doctor:

A qualified medical practitioner registered with the General Medical Council and authorised to practice in the United Kingdom. This shall not include the **Certificate Holder**, **Maintenance Payer** or any of their family members.

Full Time Employment:

Permanent employment of not less than 16 hours a week where the employer is deducting tax and National Insurance contributions on the **Maintenance Payer's** behalf. This does not include casual, temporary or seasonal employment or if he/she is working less than 16 hours a week.

Illness:

Sickness or disease, the symptoms of which first appear during the **Period of Insurance**, as a result of which the **Maintenance Payer** suffers a disability within 12 months.

Insured Incident:

The incident or first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Legal Expenses:

Reasonable legal fees incurred by the **Adviser** in conducting an **Action** up to the rate shown in the **Arc** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to the **Certificate Holder's** case. Third party costs shall be covered if awarded against the **Certificate Holder** and paid on the standard basis of assessment.

Limit of Indemnity:

The maximum payable in respect of an **Insured Incident**.

Loss Date:

In Section A: the date during the **Period of Insurance** upon which the **Maintenance Payer** first defaults on his or her obligations under a **Maintenance Order**.

In Section B: the date during the **Period of Insurance** upon which the **Maintenance Payer** is first issued with a medical certificate by a **Doctor** in the **United Kingdom** confirming the **Maintenance Payer's** **Disability** or date of death caused by **Bodily Injury**.

In Section C: the date during the **Period of Insurance** upon which the **Maintenance Payer** first registers with the Department for Work and Pensions (or other appropriate department) as unemployed, or was first able to register.

In Section D: the date during the **Period of Insurance** upon which the **Maintenance Payer** dies.

Maintenance Order:

The following financial provision Orders made by the Court in favour of the **Certificate Holder** on granting a Decree of Divorce, a Decree of Nullity of Marriage or a Decree of Judicial Separation or at any time thereafter (whether, in the case of a Decree of Divorce, before or after the Decree is made Absolute):

- i. an Order that the **Maintenance Payer** shall make to the **Certificate Holder** periodical maintenance payments for such term as may be specified in the Order (Section 23(1)(a) or (b) Matrimonial Causes Act 1973);
- ii. an order that the **Maintenance Payer** shall make to the **Certificate Holder** for the benefit of the child(ren) of the family such periodical child maintenance payments for such term as may be specified in the Order (Section 23(1)(d) Matrimonial Causes Act 1973).

ii. for the **Maintenance Payer** to carry out work of a particular kind in the place where the **Maintenance Payer** was so employed by the employer, have ceased or diminished or are expected to cease or diminish.

Maintenance Payer:

The person named in the Schedule, not being a party to this insurance who is over 18 years old but less than 65 years of age and is resident in the **United Kingdom**.

Payment in Lieu of Notice:

Any payment the **Maintenance Payer** receives following his/her unemployment that is made by the previous employer and relates to any notice period he/she might otherwise have had to work under the terms of his/her contract.

Period of Insurance:

The period of cover given in this certificate of insurance and shown in the Schedule.

Permanent Employment:

Employment where the employer is deducting tax and National Insurance contributions on the **Maintenance Payer's** behalf. This does not include casual, temporary or seasonal employment.

Redundancy:

Termination wholly or mainly attributable to the fact that:

- a. the **Maintenance Payer's** employer has ceased or intends to cease:
 - i. to carry on the business for the purposes of which the **Maintenance Payer** was employed by him, or
 - ii. to carry on that business in the place where the **Maintenance Payer** was so employed, or
- b. the requirements of that business:
 - i. for the **Maintenance Payer** to carry out work of a particular kind, or

Self-employed:

Classed for taxation purposes as schedule D and required to make class 2 National Insurance contributions.

Self-Employment:

Actively working in a profession or business activity alone or in association with others and paying Class 2 National Insurance contributions, or having 20% or more fully paid up share capital in a private limited company and being gainfully employed by such company.

Specialist:

A medical practitioner who is an orthopaedic surgeon or consultant rheumatologist, neurologist or psychiatrist and who is acceptable to **Underwriters**.

Termination:

The termination of employment of the **Maintenance Payer** by his employer.

The Agent:

The FSA regulated agent through whom this insurance was effected.

Underwriters:

The appropriate insurers for each Section of this insurance, named in the Schedule.

Unemployed/Unemployment:

Having no work and being registered at an employment service or Jobcentre and being in receipt of Jobseekers Allowance or National Insurance credits as appropriate.

United Kingdom:

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Waiting Period:

The number of consecutive days stated in the Schedule before which no claim under Section B or Section C is eligible. This will not apply to a claim of accidental death of the **Maintenance Payer**.

INSURING AGREEMENT

Whereas the **Certificate Holder** named in the Schedule has made to the **Underwriters** an application and declaration bearing the date specified in the Schedule upon which the **Underwriters** have determined their terms and conditions, the **Underwriters** hereby agree, in consideration of the premium stated in the Schedule having been paid, to insure the **Certificate Holder** to the extent and in the manner hereinafter provided.

Section A - Debt Recovery and Legal Expenses Insurance

The **Underwriters** shall indemnify the **Certificate Holder** up to the amount stated in the Schedule for **Debt Recovery Costs** and **Legal Expenses** incurred prior to or in an **Action**, provided that such **Action** shall be under the jurisdiction of a court within the **United Kingdom**.

The **Certificate Holder** must as a condition precedent to recovery under this insurance:

- a. report claims as soon as reasonably possible and within 45 days of the **Insured Incident** by completing and submitting the claim form;
- b. provide the **Underwriters** with all relevant information at the **Certificate Holder's** expense;
- c. not do anything which has the effect of prejudicing the position of the **Underwriters** under this Certificate.

Exclusions (for Section A):

There is no cover where:

1. the **Insured Incident** occurs within the first 90 days after the **Commencement Date** where the **Maintenance Order** was in force before the **Commencement Date** unless the **Certificate Holder** had continuous previous insurance providing the same cover;
2. the **Certificate Holder's** act, omission or delay prejudices the **Certificate Holders'** or the **Underwriters'** position in connection with the **Action** or prolongs the length of the claim;
3. the **Insured Incident** began to occur or had occurred before the **Certificate Holder** purchased this insurance;
4. the **Certificate Holder** had reason to believe when purchasing this insurance that a claim under this insurance was likely to occur;
5. the **Certificate Holder** fails to give proper information to **Arc** or to the **Adviser**;

6. the **Certificate Holder** has breached a Condition of this insurance;
7. **Advisers'** costs have not been agreed in advance or are above those for which **Arc** has given its prior written approval.

There is no cover:

1. for any claim which is not submitted to **Arc** within 45 days of the **Insured Incident** occurring;
2. for **Advisers'** Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
3. for damages, interest, fines or costs awarded in criminal courts;
4. for any claim where the **Certificate Holder** has other applicable legal expenses insurance cover;
5. for appeals without the prior written consent of **Arc**;
6. prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**.

Conditions (for Section A):

1. If Court Proceedings are required and the **Certificate Holder** wishes to nominate an alternative **Adviser** to act for her she may do so. The **Adviser** must:
 - i. confirm in writing that he will enable the **Certificate Holder** to comply with her obligations under this insurance,
 - ii. agree with **Arc** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **Adviser** and this nomination shall be binding.

2. The **Adviser** will:
 - i. provide a detailed view of the **Certificate Holder's** prospects of success including the prospects of enforcing any judgement obtained,
 - ii. keep **Arc** fully advised of all developments and provide such information as **Arc** may require,
 - iii. keep **Arc** regularly advised of **Advisers' Costs** incurred,
 - iv. advise **Arc** of any offers to settle and payments into court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **Arc** agrees in its absolute discretion to allow the case to proceed,
 - v. submit bills for assessment or certification by the appropriate body if requested by **Arc**,
 - vi. attempt recovery of costs from third parties.
3. In the event of a dispute arising as to **Advisers' costs** **Arc** may require the **Certificate Holder** to change **Adviser**.
4. **Underwriters** shall only be liable for costs for work expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
5. The **Certificate Holder** shall supply all information requested by the **Adviser** and **Arc**.
6. The **Certificate Holder** is liable for any **Advisers' costs** if she withdraws from the Proceedings without **Arc's** prior consent. Any costs already paid by **Arc** will be reimbursed by the **Certificate Holder**.

Disputes

Any dispute between the **Certificate Holder** and **Arc** shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law

Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Reasonable Prospects

At any time **Arc**, on behalf of the **Underwriters**, may form the view that the **Certificate Holder** does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

1. The amount of money at stake,
2. Whether or not a reasonable person without legal costs insurance would wish to pursue the matter,
3. The prospects of winning the case,
4. The prospects of being able to enforce a judgement,
5. The fact that the **Certificate Holder's** interests could be better achieved in another way.

Temporary Premium Waiver

Premiums under this insurance may be waived for up to 3 months providing a valid claim under Sections A, B, C or D of this insurance has been lodged with **Underwriters** and is ongoing. The purpose of this is to reduce hardship of the **Certificate Holder** but any premiums so waived will be repaid to **Underwriters** from any claim or recoveries made.

Legal Helpline

Tel: 0844 770 1038 (from 9 am to 5.30 pm Mondays to Fridays excluding bank holidays).

Our confidential Legal Advice helpline, which is operated by Stones Solicitors LLP, puts you in touch with a qualified legal adviser who can give you general advice on any legal matter relating to your family.

Section B - Disability Insurance including Accidental Death

The **Underwriters** shall indemnify the **Certificate Holder** up to the amount stated in the Schedule if maintenance payment is not made to the **Certificate Holder** by the **Maintenance Payer** as result of **Accident** to or sickness of the **Maintenance Payer**:

- a. to restore the reduced or lost periodical maintenance payments in the event of the **Maintenance Payer** suffering **Disability** and remaining **Disabled** after the **Loss Date** for more than the number of stated consecutive days (the **Waiting Period**) stated in the Schedule,
- b. in the event of any period of **Disability** a **Waiting Period** shall apply.

Exclusions (for Section B):

Payments shall not be made under this Section in respect of **Disability**:

1. arising from any condition for which the **Maintenance Payer** has sought medical advice, diagnosis, treatment or counselling or from any condition of which the **Certificate Holder** was aware prior to the **Commencement Date** of this insurance unless declared to and specifically agreed by **Underwriters**;
2. if the **Maintenance Payer** was not in **Full Time Employment** or **Self-Employment** on the day before the **Disability** started;
3. if the **Disability** occurred whilst the **Maintenance Payer** was outside the **United Kingdom** for more than 30 consecutive days;
4. if a claim is being made under Section C Involuntary Unemployment of this policy;
5. following suicide, attempted suicide or intentional self-injury of the **Maintenance Payer** or as a result of alcohol, drugs or solvent abuse;
6. if **Disability** occurred within the first 30 days following the **Commencement Date** of this insurance;
7. as a result of any condition caused by, prolonged by, or aggravated by any

psychiatric, mental or nervous disorder including stress, anxiety and/or depression unless the **Maintenance Payer** is sectioned under the Mental Health Act 1983;

8. as a result of any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery;
9. as a result of Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV), howsoever these have been acquired or may be named;
10. Caused by backache and back related conditions unless there is medical proof that the problem is caused by a disease or is caused by a disorder proven to exist by an X-ray or scan.

Conditions (for Section B):

1. The first day of **Disability** will be the date that a **Doctor** confirms that the **Maintenance Payer** is **Disabled**.
2. **Benefit** will only be payable for the period of **Disability** up to a maximum number of monthly payments stated in the **Schedule**.
3. Following a claim for **Disability** under this insurance the **Maintenance Payer** must be in full time employment for at least 90 days before **Underwriters** will consider another claim for **Disability**.

Temporary Premium Waiver

Premiums under this insurance may be waived for up to 3 months providing a valid claim under Sections A, B, C or D of this insurance has been lodged with **Underwriters** and is ongoing. The purpose of this is to reduce hardship of the **Certificate Holder** but any premiums so waived will be repaid to **Underwriters** from any claim or recoveries made.

Section C - Involuntary Unemployment Insurance

The **Underwriters** shall indemnify the **Certificate Holder** up to the amount stated in the Schedule if maintenance payment is not made to the **Certificate Holder** by the **Maintenance Payer** as a result **Unemployment** of the **Maintenance Payer** due to circumstances beyond his/her control commencing during the **Period of Insurance** subject to the terms, conditions and exclusions of this insurance

Provided that:

- a. if the **Maintenance Payer** is a shareholding director of the business he/she works in, the business must cease to trade;
- b. if the **Maintenance Payer** is employed on a contract he/she will only be entitled to **Benefit** for any period until the end of the existing contract term;
- c. if the **Maintenance Payer** is **Self employed** the business must cease to trade.

Exclusions (for Section C):

Payments shall not be made under this Section in respect of **Unemployment**:

1. for the period the **Maintenance Payer** is in receipt of any **Payment in Lieu of Notice**;
2. if the **Maintenance Payer** has received any notice of impending **Unemployment** prior to the **Commencement Date**;
3. following voluntary **Unemployment**, resignation, retirement or early retirement;
4. following any breach of contract or misconduct by the **Maintenance Payer** that leads to **Unemployment**;
5. following industrial action by the **Maintenance Payer** that leads to **Unemployment**;
6. if a claim is being made under Section B Disability of this policy;

7. if the **Maintenance Payer** becomes **Unemployed** within the first 90 days following the **Commencement Date** of this insurance;
8. if **Unemployment** is a normal or seasonal part of the **Maintenance Payer's** job.

Conditions (for Section C):

1. **Benefit** will only be payable for the period of **Unemployment** up to the maximum number of monthly payments stated in the Schedule.
2. The **Maintenance Payer** must have been in **Full Time Employment** for at least the 6 month period preceding his/her unemployment.
3. The **Maintenance Payer** must be registered for Job Seekers Allowance in the **United Kingdom** or be registered as unemployed in the Channel Islands or the Isle of Man if residing there and agree to all state benefit requirements.
4. The **Maintenance Payer** must be available for and actively seeking work.
5. The first day of **Unemployment** will be the date that the **Maintenance Payer** first registered for Job Seekers Allowance.
6. Following a claim for **Unemployment** under this insurance the **Maintenance Payer** must be in **Full Time Employment** for at least 180 days before the **Underwriters** will consider another claim for **Unemployment**.

Temporary Premium Waiver

Premiums under this insurance may be waived for up to 3 months providing a valid claim under Sections A, B, C or D of this insurance has been lodged with **Underwriters** and is ongoing. The purpose of this is to reduce hardship of the **Certificate Holder** but any premiums so waived will be repaid to **Underwriters** from any claim or recoveries made.

Section D - Life Assurance

The **Underwriters** shall pay to the **Certificate Holder** the Sum Assured stated in the Schedule in the event of the death of the **Maintenance Payer** during the **Period of Insurance**.

Exclusions (for Section D):

1. Where a claim for **Disability** caused by accidental **Bodily Injury** resulting in the death of the **Maintenance Payer** is accepted under Section B, that sum shall be deducted from any claim payment due under this Section for lost or reduced periodical maintenance payments.
2. Payments shall not be made under this Section in respect of the death of the **Maintenance Payer** caused or contributed to by any medical

or physical condition (including any chronic or recurring condition) of which the **Certificate Holder** ought reasonably to have been aware, or was actually aware in the 12 month period immediately prior to the **Commencement Date** of this insurance unless such condition was declared to and agreed in writing by the **Underwriters**.

Temporary Premium Waiver

Premiums under this insurance may be waived for up to 3 months providing a valid claim under Sections A, B, C or D of this insurance has been lodged with **Underwriters** and is ongoing. The purpose of this is to reduce hardship of the **Certificate Holder** but any premiums so waived will be repaid to **Underwriters** from any claim or recoveries made.

EXCLUSIONS, CONDITIONS AND NOTICES APPLICABLE TO ALL SECTIONS

GENERAL EXCLUSIONS

The **Underwriters** shall not be liable in respect of claims arising directly or indirectly from:

1. the deliberate self-inflicted **Bodily Injury** of the **Maintenance Payer**;
2. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, riot, civil commotion or terrorist activity;
3. or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste arising from combustion or nuclear fuel; or from radioactive toxic explosion or other hazardous properties of an explosive nuclear assembly or nuclear component thereof;
4. any act(s) coordinated between the **Maintenance Payer** and the **Certificate Holder** for the purpose of creating a claim or claims under this insurance;
5. a criminal act of the **Maintenance Payer** or **Certificate Holder**;
6. the **Maintenance Payer** taking part in armed forces service or operation;

GENERAL CONDITIONS

1. **Alteration in the Maintenance Order**

If the **Maintenance Order** is varied by a Court during the **Period of Insurance** the limits of the **Underwriters'** liability and premium shall be amended to reflect the new Court Order, provided the **Certificate Holder** informs the **Underwriters** as soon as reasonably possible following such amendment and the **Underwriters** confirm in writing any increase.

Such amendments to the limits of the Underwriter's liability and premium shall take effect from the date of issue of such Court Order.

2. **Fraud**

Any fraud, concealment or deliberate mis-statement either in the proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.

3. **Automatic Termination**

This insurance and all obligations hereunder will cease automatically upon the earliest of the following:

- (a) the expiry or termination of the **Maintenance Order**;
- (b) the expiry of 30 days from the date upon which premiums were due but remain unpaid to the **Underwriters**, unless a successful claim for premium waiver is made.

4. **Cancellation**

If you change your mind about this insurance it may be cancelled by written request within 30 days from the later of:

- (a) the day you are advised the contract is concluded or,
- (b) the day you receive the contract.

You will get your money back if cancelled within this first 30 days.

If you do not exercise the right to cancel above, the insurance will continue to the end of the **Period of Insurance** unless cancelled as below.

If you stop paying premiums, automatic termination will apply (see paragraph 3 (b) above) and cover will end after 30 days after the last premium was due. You won't get back any payments you have made.

You may, if you wish, instruct your agent to cancel cover but no refund of premiums already paid will be made.

This insurance may also be cancelled by or on behalf of the **Underwriters** upon the giving of 30 days' notice in writing to the **Certificate Holder** at her/his last known address. Notice shall be deemed to be duly received if sent by pre-paid letter, properly addressed.

5. Variation of premiums

Underwriters can alter the premium payable by you by giving 30 days notice in writing to your last known address.

6. Contribution / Subrogation / Recoveries

The **Certificate Holder** agrees that the **Underwriters** shall have the benefit of a potential charge over all monies recovered from the **Maintenance Payer**.

In the event of any recovery from the **Maintenance Payer**, the **Certificate Holder** shall immediately notify the **Underwriters** of such recovery and the **Certificate Holder** agrees to repay to the **Underwriters** forthwith such sums received in excess of the **Certificate Holder's** full indemnification.

Where applicable, the **Underwriters** will have the right to take legal action in the **Certificate Holder's** name to recover any claims monies paid under this insurance.

7. Insurers' liability

The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this certificate shall not exceed that percentage or amount of the risk shown against that insurer's name and shall only be in respect of the relevant Section.

LEGAL HELPLINE

Tel: 0844 770 1038 (from 9 am to 5.30 pm Mondays to Fridays excluding bank holidays)

Our confidential Legal Advice helpline, which is operated by Stones Solicitors LLP, puts you in touch with a qualified legal adviser who can give you general advice on any legal matter relating to your family.

CLAIMS PROCEDURE

In the event of a claim under any Section of this insurance or any circumstance likely to give rise to

a claim the **Certificate Holder** must call Maintenance Assist as soon as reasonably possible and, in any case, 90 days of any incident:

Maintenance Assist helpline: 01449 798 163
Email: help@MaintenanceAssist.co.uk

Please quote the Certificate Number shown in the Schedule when making a claim.

The **Certificate Holder** must supply at her/his own expense any proof that the **Underwriters** may reasonably require in order for them to assess the claim.

COMPLAINTS

We take all complaints seriously. In the first instance you should contact:

Maintenance Assist,
C/O Crispin Speers and Partners Ltd
St Clare House,
30-33 Minorities,
London EC3N 1PE
Tel: 01449 798 163 or
Email: complaints@MaintenanceAssist.co.uk

or the FSA regulated agent through whom this insurance was effected.

Failing satisfaction with the complaints procedure above, complaints with regard to Section A may be made direct to the appropriate **Underwriters** whose contact details are listed on the Schedule.

Complaints regarding Section B, Section C or Section D should be made to:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA
Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

If you are still not satisfied with the response, you may refer the complaint to the

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR
Tel: 0845 080 1800

LAW

(Notice to the Certificate Holder)

This insurance shall be subject to the Law of England.

AUTHORISATION AND REGULATION

All the Insurers and Lloyd's are authorised and regulated by the Financial Services Authority (FSA). You may check this on the FSA Register on their website www.fsa.gov.uk/register or by contacting the FSA Consumer Helpline on 0845 606 1234. The address of the FSA is:

25 The North Colonnade
Canary Wharf
London E14 5HS

COMPENSATION

The Financial Services Compensation Scheme covers this insurance and the insurers who back it. In case of insolvency, provided you are eligible, you will normally be covered for 90% of the claim owing to you.

Further details can be obtained from:

Financial Services Compensation Scheme
7th floor, Lloyds Chambers
Portsoken Street
London, E1 8BN
Tel: 0800 678 1100
E-mail: enquiries@fscs.org.uk